

The Ottawa Free Trader.

VOLUME 29.

OTTAWA, ILL., SATURDAY, JULY 24, 1869.

NUMBER 50.

The Free Trader

(OFFICIAL PAPER OF THE CITY)

IS PUBLISHED

EVERY SATURDAY MORNING,

At No. 15 La Salle Street (first floor), west of Court House,
BY OSMAN & HAPEMAN.

TERMS OF SUBSCRIPTION:

Two Dollars per Annum, in Advance.

RATES OF ADVERTISING:

SPACE.	1 W.	2 W.	1 M.	2 M.	3 M.	6 M.	1 Y.
One Square.....	\$1.00	\$1.50	\$2.00	\$3.00	\$4.00	\$6.00	\$10.00
Two Squares.....	2.00	3.00	4.00	6.00	8.00	12.00	20.00
Three Squares.....	3.00	4.50	6.00	9.00	12.00	18.00	30.00
Four Squares.....	4.00	6.00	8.00	12.00	16.00	24.00	40.00
Five Squares.....	5.00	7.50	10.00	15.00	20.00	30.00	50.00
One-half Column.....	8.00	12.00	16.00	24.00	32.00	48.00	80.00
One-third Column.....	6.00	9.00	12.00	18.00	24.00	36.00	60.00
One-fourth Column.....	4.00	6.00	8.00	12.00	16.00	24.00	40.00
One-fifth Column.....	3.00	4.50	6.00	9.00	12.00	18.00	30.00
One-sixth Column.....	2.00	3.00	4.00	6.00	8.00	12.00	20.00

Ten lines of Nonpareil make one square.

Advertisements not under contract must be plainly marked the length of time desired, or they will be continued and charged for until ordered out.

Business and professional cards (not exceeding five lines) inserted at five dollars per annum; over five lines, fifty cents per line extra.

Transient advertising in all cases to be paid strictly in advance.

Yearly advertisers, discontinuing their advertisements before the expiration of the contract, will be charged the full rates as above. Extra charge will also be made for dissolution and other notices not connected with their regular business.

Local notices, fifteen cents per line.

In no case will these terms be departed from.

JOBBER DEPARTMENT.

Our facilities for doing all kinds of Job Work, in the various styles of the art, are not surpassed in this section, and we respectfully solicit those wishing anything done in this line to give us a call. By the judicious and liberal use of printer's ink many a man's fortune has been made, and the field is still open. Try it.

Orders by mail promptly attended to.

LOCAL MATTERS

CITY DIRECTORY.

Chicago, Rock Island & Pacific Railroad.

Commencing June 6th, 1869, trains will pass Ottawa Station as follows:

GOING EAST.	GOING WEST.
Peru Accom..... 6:12 A.M.	Night Express..... 12:12 A.M.
Day Express..... 8:27 A.M.	Day Express..... 1:15 P.M.
Night Express..... 10:53 A.M.	Peru Accom..... 8:12 P.M.
Through tickets to all principal points east for sale at this office.	

Ottawa, June 5, 1869.

F. TAVENER, Agent.

Ottawa Post Office.

CLOSING AND ARRIVAL OF MAIL:

Western.	Closes.	Arrives.
Western.....	12:40 P.M.	2:47 P.M.
Eastern.....	1:40 P.M.	3:47 P.M.
Peru Accom.....	2:40 P.M.	4:47 P.M.
Peru Accom.....	3:40 P.M.	5:47 P.M.
Peru Accom.....	4:40 P.M.	6:47 P.M.
Peru Accom.....	5:40 P.M.	7:47 P.M.
Peru Accom.....	6:40 P.M.	8:47 P.M.
Peru Accom.....	7:40 P.M.	9:47 P.M.
Peru Accom.....	8:40 P.M.	10:47 P.M.
Peru Accom.....	9:40 P.M.	11:47 P.M.

June 5, 1869.

J. R. CAMERON, Post Master.

Temperance Orders.

L. O. G. T., OTTAWA LODGE NO. 555: Meets every Friday evening in their hall, Cheever's New Block. E. Smith, W. R. A. Geo. W. Lamb, W. C. W. (superintendent); Meets every Tuesday evening at their new hall, in Cheever's Block. C. C. Morse, W. O. T. John Dickerman, W. R. Minnesota Social Temple No. 6, meets in the New Hall in Cheever's Block every Thursday evening. Miss Ella G. W. Geo. H. Hunter, B. P. L. Mrs. Thos. Ready, S. R. A. L. Wood, B. R.

I. O. O. F.

OTTAWA LODGE NO. 526 (German Lodge), meets every Wednesday evening at their lodge-room in Cook & Glover's Block. Daughters of Rebecca: Meet on the first Tuesday evening of each month. OTTAWA ENCAMPMENT NO. 33: Meets on the second and fourth Tuesday evening.

G. A. R.

HEAD QUARTERS G. A. R., Ottawa, Ill., April 7, 1869—General Orders No. 10.—The Encampment will hereafter assemble on Monday evening each week instead of Wednesday evening, as heretofore. By order of Post Commander.

Agents.

ALEX. VAUGHAN, Esq., is our authorized agent at Seneca, Ill., to receive pay for old or new subscriptions to the Free Trader and contract for job printing, &c. All orders sent through him receive prompt attention. J. T. MONTGOMERY, Esq., is our authorized Agent at Leland, in this county, to receive for subscriptions to the Free Trader, advertising, &c. M. C. DONAGHUE, Esq., and G. W. CUMMINS, are our authorized agents to receive for subscriptions to the Free Trader, for advertisements, &c., at the town of Streator in this county. J. W. BROWN, Esq., is our authorized agent at Earlville, in this county, to receive for subscriptions to and advertise, meet in the Free Trader.

Methodist Church.

The pastor of this church, Rev. D. J. Holmes, has returned and will preach morning and evening.

PLYMOUTH CHURCH.—Rev. Mr. McARTHUR, of New Brunswick, will preach at the Plymouth Church on Sunday, July 25th, at the usual hour of morning service.

Rev. L. Y. Hayes will preach on next Sabbath morning in the Presbyterian chapel. Subject: "The Throne and Kingdom of King Jesus."

We understand that at the solicitation of many of our citizens, Mr. N. Salisbury has consented to give another dramatic entertainment at Turner Hall, probably on Thursday evening of next week. Particulars in bills, should the matter be decided upon favorably.

Convince yourself of the Cheapness and Durability of Clothing to be had at M. Stiefel's Bazaar.

THE NEW ARTESIAN WELL, on the school lot at East Ottawa, has attained a depth of 200 feet, and already casts up water to the surface. Mr. Lewis is confident, we are told, of getting a full supply at a depth of less than 300 feet. The work on this well has been driven with great energy and promises perfect success.

Full stock of repairs for Cayuga Chief Reaper and Mower, at the Eagle Works of J. E. Porter.

Gents' India Gauze Merino Wrappers at M. Stiefel's Clothing Bazaar.

Ladies, when looking for stylish shoes, ought to know by this time that they are wasting steps and money if they pass Joe Megaffin's. If there is anything Joe does understand, it is how to suit the ladies in his selection of "stylish goods."

Since our last report the business of the court has been as follows:

Kober vs. Adamson—attachment. Adamson was indebted to Kober for certain miscellaneous articles, including a number of watches. He failed to pay for them and made a fraudulent sale to his brother. Kober was not to be so easily swindled, however, and sued out an attachment and succeeded in recovering a portion of the watches and a gold chain.

The jury returned a verdict of \$113 for the plaintiff.

Follett for plaintiff. Hough for defendant.

The case of Butterfield and Swarthout vs. McCullom on action of trespass. This case arose out of an old distraint illegally made by the defendant upon the property of the plaintiffs at a farm rented from him by them some few miles from Marseilles. McCullom was beaten on the distraint by its having been made when no rent was due, and also by the amount claimed being erroneously set forth. The tenants then commenced this action, which lasted from Thursday until Saturday of last week, and was then concluded by a verdict of \$850 for the plaintiffs.

A motion for new trial was entered, and the argument thereon concluded on Monday morning.

Mr. Gray maintained that the verdict was excessive, that the value of the property did not exceed \$300, and that the verdict should be set aside.

Mr. Bushnell maintained that there was sufficient malice proven to warrant the jury in giving punitive or vindictive damages.

The court considered that the grounds alleged were sufficient to entitle the defendant to a new trial, and after a careful analysis of the various items of damage, he decided that unless the plaintiffs consented to accept a verdict of \$250 he should grant a new trial.

Mr. Bushnell took time to consult with his clients.

Bushnell & Avery for plaintiffs. Gray for defendant.

The case of Gilman, King & Hamilton vs. C. R. I. & P. R. R. next came before the court. This was an action based upon the replevin of some horse rakes shipped by one named Mussey from Jacksonville to Ottawa. It appeared that Hamilton had some time previously been to Jacksonville, and had there been told by Mussey that there were \$39 of charges upon the rakes. Subsequently the firm wrote to Mussey and told him to ship them to Ottawa and collect from the railroad the back charges. They shipped the goods by Toledo, Wabash & Western Railroad, and collected \$76.75, instead of \$39. C. R. I. & H. refused to pay the amount, but tendered \$39 for back charges and the amount of the freight. The railroad company refused to accept the amount tendered, hence the present action.

The court held that Mussey was the agent of G. K. & H. in the transaction, and that, therefore, they were bound by his act.

Under instructions the jury rendered a verdict of not guilty.

Plaintiffs' counsel entered motion for a new trial.

D. P. Jones for plaintiffs. Glover, Cook & Campbell for defendant.

The case of Baker vs. Gibson was next taken up. It was to recover for some buckwheat, and terminated in a verdict for the plaintiff, with damages of \$108.75.

Gum & Crawford for plaintiff. Shepherd & Butler for defendant.

In the case of Berne vs. Gibson, Mr. Bull, of counsel for plaintiff, allowed Mr. Hough to take a non-suit.

The case of Borchsenius vs. Nels Nelson, jr., and Rabe Nelson, all the parties being residents of the town of Mission, was a case of slander, originating out of a spurious bottle of Cologne water sold by plaintiff to defendant for decorating a Christmas tree. It was shown that Mrs. Nelson had a strong dislike to Borchsenius on account of his selling liquor, and this bottle of spurious Cologne gave her the coveted chance of injuring him in his business, which she did by proclaiming that he was a cheater in his business.

The declaration alleged that the defendant Mrs. Nelson spoke of the plaintiff concerning his business as a merchant, and spoke the following words: "You are a villain, you are a rascal, you are a cheater." The declaration also alleges loss of business thereby, without specifically naming any of the customers who had ceased to trade with him on that account.

Defendant pleaded the general issue.

Mr. Gray insisted that although these were not actionable words *per se*, yet when spoken of a merchant concerning his business they were actionable words, if the speaker meant to impute dishonesty in his business as a merchant, and so to have her hearers understand it; that in such case it was not necessary to allege or prove special damages, but he was entitled to recover damages the same as if the words spoken were, in law, actionable *per se*.

Mr. Cook insisted that these words were not actionable at law, and were only actionable when coupled with the declaration of the speaker; that he was a rascal, a villain and a cheater in his business—the application made in that way, directly to his business, at the same time the words were spoken, or in connection with it.

He also insisted that in such a case the plaintiff could only recover special damages, and was bound, in the declaration, to allege special damages, and if he lost customers thereby the merchant must name such customers in the declaration, and must be limited to such names.

The court sustained the points of Mr. Gray and overruled those Mr. Cook.

In the instructions, as well as in the argument,

counsel for plaintiff expressly stated that he only asked for nominal damages, the object being to vindicate character only.

The jury rendered a verdict for plaintiff with damages at \$1. On which Mr. Gray entered a remitter of 99 cents.

Armstrong, Gray & Bushnell for plaintiff. Glover, Cook & Campbell for defendants.

On Wednesday the case of Cameron vs. The La Salle Glass Company came up and a jury was empanelled. When the respective parties came into court on Friday morning, it was found that a judgment for the full amount claimed, viz: \$3,050, being for work done and money advanced, had been agreed to.

Gray for plaintiff. Bull for defendant.

On Thursday the case of Gentleman vs. Reed came up for trial. Reed had taken up Gentleman's horses and cattle under trespass. By an act of the last legislature it was submitted to each county whether the stock should be confined; if the majority was in favor of it the whole county was bound by it—if not, then it only became the law in the respective townships where it was carried.

In the town of South Ottawa the law was carried, although defeated in La Salle county, and Reed seized Gentleman's cattle under the law, and so held them until such time as Gentleman should repay him the charges under the law, which Gentleman refused to do, and proceeded to replevy. Gentleman assured his willingness to pay the charges under the law, but refused to pay damages, which Reed also claimed.

The jury rendered a verdict for the defendant.

Counsel for plaintiff entered a motion for a new trial.

Glover, Cook & Campbell for plaintiff. Boyle & Mayo for defendant.

Another suit between the same parties was dismissed by plaintiff.

This includes all up to the time of going to press.

DISCOURAGING.—The continued bad weather for the last two months, with the impassable condition of the roads and the impossibility of pursuing agricultural operations—particularly as regards the tillage of corn—has had such a depressing influence on the manufacture of agricultural implements in this city, that J. Maierhofer, at his plow factory, has discharged all his hands but two or three, and Gilman, King & Hamilton have reduced their force of about 80 hands to a dozen. This partial suspension of work in these important establishments, we are assured, is expected to be but temporary. The return of good weather, of which the signs are now regarded as favorable, will doubtless very soon revive the trade in agricultural implements.

Happily, there is no such dearth of employment among day laborers, the railroad contractors and bridge builders needing a constant supply.

CHOLERA.—Cholera cases are reported at Brooklyn N. Y., as well as at some southern ports. It is more than likely, when the dry, hot spell we are all looking for comes around, and the present excessive moisture lifted up, that we shall have an unusually sickly season, favoring the spread of such diseases as the cholera and malignant fevers of all kinds. The surest safeguards are clean streets, alleys, drains, &c., and prudence in eating and drinking.

The pleasant weather of the past few days has made itself manifest in a renewal of the rush to the popular dry goods store of Scott, Houtz & Co. At the present rate, with the reduction they have made in prices, we have no doubt their heavy summer stock will be abundantly cleared out by the time the room is needed for their early fall stock.

NEW SAFE.—We noticed going into the First National Bank, a week ago, a new safe. On inquiry we find it to be the famous "Terwilliger Safe," manufactured by Terwilliger & Co., N. Y.—the only safe made that has thus far defied the configuration and the burglar; and on examining it, one is indeed at a loss to conceive how, when properly closed, it is within the compass of the elements or human ingenuity to gain access to it without the key in the hands of the person that closed it. Our conclusion was that, if we had half a million's worth of valuables inside of that safe, housed as it is in a fire proof vault, we should be able to go to sleep with a consciousness that our treasure was secure.

NO BURGLARY.—It was not the burglars, but bona fide cash customers, that lowered John Stont's stock in one big day this week so that his shelves and counters looked next morning as if the burglars had gone through them. John had plenty more goods up stairs, however, and before business commenced for the day, his shelves were again filled. It is the late enormous reduction in prices that has caused such a raid on John's stock.

Child & Bro. still keep full lines of those serge goods so favorably known to their customers, congress, button and side-lace. They are lower in price than some other fashionable makes, but exceed most of them in real stylishness and good qualities. They have, however, all the other late styles, and in all cases guarantee their goods equal to any others in the market.

A large consignment of Government Harness, Cavalry bridles and spurs, just received and for sale cheap, at Stone's Harness Shop.

One hundred sets of Fly nets of all kinds and prices, at Stone's Harness Shop.

BURGLARS AT WORK.—On the night of Friday, July 10th, the houses of John Simpson and William Galloway, in the town of Eagle, were entered by burglars. A few dollars in money were taken from the former. On the night of the 10th, the houses of Hamilton Patterson and Ammon Moon, who reside near the village of Reading, were visited. Missing in their search a considerable sum of money, the rogues took from Mr. Patterson his pocket book, containing five dollars. At Moon's they were more successful, carrying off \$110 in money and a note for \$400.

On the following night the houses of Samuel Grant, Mr. Fogle and J. N. Curry were also entered. From each of the two former, about \$25 were taken. Mr. Curry, who resides in the village of Reading, lost \$180 in money, and notes to the amount of \$400.

The villains plied their victims with chloroform, which produced very alarming effects on a young child of Mr. Moon's.

On the same night, the room of Mr. T. A. Cantwell, at Utica, was entered by a burglar or burglars, and a good coat and \$350 in money were stolen.

No clue to the perpetrators of these dastardly crimes has yet been discovered.

Best Linen Duck Coats to be had, are sold for only \$2.00 at M. Stiefel's Clothing Bazaar.

NEW RAILROAD.—Parties, we are informed, were at Ottawa during the past week, examining the advantages of the location as a crossing place for the proposed grand air line railroad from the railroad connections at Pittsburg, Erie, &c., by the nearest route to Omaha. The proposed air line will enter Ohio a little beyond Beaver, and passing Akron, Fort Wayne, &c., will strike for the Rock Island road at Morris, Ottawa or La Salle, whichever affords the best crossing place. As a very slight examination must be sufficient to satisfy any engineer of common sense on that head, it would not be surprising if, within a year, we should see preparations for the erection of another railroad bridge across the Illinois river at this city.

The Belvidere and Ottawa railroad project, although little spoken of here, is very far from being dead. The directors had a meeting at De Kalb on the 16th inst., at which the talk was favorable to a speedy commencement of work on the road. The counties and towns on the line promise to subscribe liberally to the stock, and when enough is raised to grade and tie the road the directors have assurances there will be no difficulty in getting it ironed and equipped.

Boy's Linen Coats for 75 cents at M. Stiefel's Clothing Bazaar.

AT REDDICK & GILLEN'S.—The great clearing out sale continues! The biggest and choicest stock of dry goods ever brought to Ottawa is being sold at prices so low that the closest buyers are astonished. These are not old, stale goods, that usually go at any price. But they are new, of the finest quality and very latest styles! Nor are they goods the fashions of which a season will change. They embrace all that better class of silks, grenadines, poplins, &c., that last half a life time, and never go wholly out of fashion.

We have long needed some gentleman in our city who will devote his whole attention to the real estate business, and we have had this want supplied in R. H. Lowe & Co., formerly of New York. Mr. Lowe is an energetic business man, and he assures us that he is determined to do his utmost to give universal satisfaction, and being a man of experience and perseverance we doubt not but that he will be successful. He has established himself at the Clifton Hotel, and we say to all who want to buy, sell or exchange, go to R. H. Lowe & Co. His list of sales of lands will appear in our columns weekly.

BODY FOUND.—The body of a boy supposed to have been about 15 years old, in a forward state of decomposition, was found in the drift about two miles below Peru, in the Illinois river, on the 20th inst. Nothing to identify the remains except a white shirt with pleated bosom and dark woolen pants. A piece of the pants is preserved for identification. For additional information address H. W. UNDERHILL, J. P., Peru, Ill.

The papers abound in accidents by lightning. One of the latest is the loss of a mare and colt on Tuesday night of last week by Mr. J. Townsend, on Otter creek, in this county. The animals had taken shelter during the storm under a hickory tree, which was struck by lightning, shivering the tree and killing the mare and colt instantly.

In a printing office at Gosport, Ind., is a blind compositor. His average day's work is 5,000 ems, and on several occasions he has set from 7,000 to 9,000. His letter is distributed for him, and the copy is read by his partner, his memory being so perfect that he can retain from four to six lines.

\$1.25 will buy a good all Linen Coat at M. Stiefel's Clothing Bazaar.

ACCIDENT.—A little girl of Mr. Rhodes, in South Ottawa, while playing in a swing, fell and fractured her arm below the elbow.

Late copies of the FREE TRADER sold at the Drug Store and News Depot of Marston & Co., Marseilles.

Board of Education.

REGULAR MEETING.

OFFICE OF THE BOARD OF EDUCATION, }
Ottawa, July 14th, 1869. }

The Board met pursuant to adjournment. Present—Director Paul, Pres't; and Directors Markle, Stout, Spencer and Fulton.

The minutes of the meeting, on June 25th, were read and approved.

On motion of Director Stout, it was ordered, That the teachers appointed Friday, June 25, 1869, as first assistant in Second, Fourth and Fifth Wards, should be paid the following salary per annum:

Second Ward—Miss Hise, \$400.

Fourth Ward—Miss Petingill, \$410.

Fifth Ward—Miss L. Green, \$350.

Directors Courtney and Hoban appeared and took their seats.

Director Stout moved that the board approve the suggestions of the committee on buildings in relation to repairing and making secure the foundation under Third Ward school house, and refer the matter to committee on building with power to act.

Director Courtney's motion, to defer it till next year until the Board could raise a tax to pay for said repairs, was lost. Yeas 5, Nays 2.

The motion of Director Stout was then carried. Yeas 5, Nays 2.

Director Courtney offered the following motion: "That the President be authorized to make a note for thirteen hundred dollars, to pay the balance due teachers, interest on out-standing bonds and sundry bills."

Director Stout offered the following amendment to said motion:

"That the President of this Board be, and he is hereby authorized to borrow a sum not exceeding three thousand dollars, at a rate of interest not exceeding ten cents per annum, for one year, to be expended in repairing school buildings in said city, and for such other purposes as said Board shall deem necessary to keep the public schools in successful operation."

Said bonds shall be issued in sums of not less than five hundred dollars each, and shall be executed by the President of said Board and countersigned by the Clerk thereof. The President and Treasurer of said Board are hereby authorized to sell and negotiate said bonds, and the money obtained by the sale of said bonds shall be paid to the Treasurer of said Board."

Which was accepted. Yeas 5, Nays 2.

Director Courtney's motion, as amended

Director Stout, was carried. Yeas 5, Nays 2.

The following bills were presented and read:

M. A. & S. E. Dewey, \$15 87

John Manley & Co., 17 16

On motion of Director Courtney, the Clerk was authorized to draw checks on Treasurer for interest coupons due July 1st, 1869, as presented.

The following receipts were received and filed: Receipt of John E. Nash, Treas., to Samuel E. Boede, for twenty-eight dollars, for tuition received in 7th Ward.

Receipt of J. F. Nash, Treas., to Geo. Jekyll, for one hundred and thirty-three dollars and thirty-three cents, for his note given in part payment for old school house and lot in Sixth Ward.

On motion of Director Markle, the Board adjourned to July 28th, 1869, 7 o'clock.

THOS. W. PHELPS, Clerk.

Council Proceedings.

CHARTER MEETING.

Tuesday, July 13th, 1869.

City Council met pursuant to requirement of City Charter, to review the assessment roll of the real and personal property within the city limits, liable to taxation for city purposes, for the present municipal year.

Present—Mayor Shuler, and Aldermen Fiske, Brunker, Hughes, Clifford, Colwell, Freeman, Osman, Rosserman, Bell and Calkins.

On motion of Calkins, the reading of the minutes of the last meeting was dispensed with.

The assessment roll of taxes assessed for the year 1869, for city purposes, duly returned and certified to by City Assessor, was submitted, and city council notified that the requisite notice had been given of the time when city council would meet for the purpose of reviewing said assessment.

Objection of N. H. Bristol to the assessment made on personal property belonging to him, and assessed in the name of Gridley, Bristol & Co., for the reason that he was not a resident of the city—and therefore his personal property, although within the city limits, was not liable to taxation for city purposes, was presented, and on motion of Fiske, objection was ordered to lie on the table.

On motion of Calkins—Ordered, That city council hear all objections against assessments filed in the clerk's office, before taking action against any one.

All the objections filed in clerk's office not previously disposed of were then read, and on motion of Calkins, were referred, with assessment roll, to a special committee consisting of three aldermen, city attorney and city assessor, for report to an adjourned meeting of city council, to be held on Thursday, July 23d, 1869, at 8 o'clock, p. m.

The chair appointed Aldermen Fiske, Burke and Osman, with city attorney and city assessor, as said committee.

On motion of Colwell, adjourned to Thursday, July 23d, 1869.

R. N. WATERMAN, City Clerk.